

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

SECUREWORKS, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:05-cv-538-JJF
	)	
SECURE NETWORKX CORP.,	)	
	)	
Defendant.	)	
	)	

FINAL JUDGMENT ON CONSENT IN CONNECTION WITH PLAINTIFF'S MOTION FOR  
CONTEMPT, SANCTIONS, AND TO ENFORCE THE JUDGMENT ON CONSENT

Plaintiff, SecureWorks, Inc. (hereinafter referred to as "SecureWorks"), having filed a Motion For Contempt, Sanctions, And To Enforce The Judgment On Consent ("Motion") (D.I. 22-24) against defendant, Secure Networkx Corp. a/k/a Internettrust Foundation (hereinafter collectively referred to as "Secure Networkx"), and defendant having been served with the Motion, and having consented to the entry of the within Final Judgment on Consent ("Consent Judgment") against it, it is

ORDERED, ADJUDGED AND DECREED THAT:

1. The jurisdiction of the Court is founded, in part, on Sections 32(1) and 43(a) of the Trademark Act of July 5, 1946 (the Lanham Act), as amended (15 U.S.C. §§1114(1) and 1125(a)), and as such, has subject matter jurisdiction on the federal claims in the Complaint under United States Code, Title 15, Section 1121 and Title 28, Sections 1331 and 1338 (15 U.S.C. §1121; 28 U.S.C. §§1331 and 1338). This Court has original and supplemental jurisdiction over the related claims for common law trademark infringement, unfair competition,

misappropriation and the claims for relief under Delaware statutory law under United States Code, Title 28, Sections 1338(b) and 1367 (28 U.S.C. §§1338(b) and 1367). Venue properly lies in the District of Delaware under United States Code, Title 28, Section 1391(b) (28 U.S.C. §1391(b)).

2. This Court has jurisdiction over the plaintiff, the defendant (including Secure Networkx Corp. registered in British Columbia, Canada as an extra-provincial company (“SN Canada”) and any related companies formed, recognized, or otherwise existing in any jurisdiction that presently exists or that may exist in the future (“Related Companies”)), with each of the parties consenting to such jurisdiction by its execution of this Consent Judgment. Moreover, this Court has continuing jurisdiction as to SecureWorks, Secure Networkx, and defendant’s principal Adam Ezer (“Ezer”) in accordance with a prior Final Judgment on Consent entered on October 21, 2005 (D.I. 21) and the incorporated Settlement Agreement.

3. Secure Networkx, SN Canada, Related Companies, and Ezer acknowledge and admit that on October 5, 2005, SecureWorks, Secure Networkx, and Ezer entered into a Settlement Agreement (“2005 Settlement Agreement”) intended to be a settlement of all disputes among them, including a civil action filed by SecureWorks in the United States District Court for the District of Delaware against Secure Networkx, Civil Action No. 1:05-538-JJF (“Action”) and several administrative proceedings before the United States Patent and Trademark Office, namely Cancellation No. 92044570, Opposition No. 91155068, Opposition No. 91164319, and Opposition No. 91125887.

4. Secure Networkx, SN Canada, Related Companies, and Ezer acknowledge and admit that the 2005 Settlement Agreement is a valid and enforceable contract between plaintiff and defendant and Ezer; that plaintiff has fully performed its obligations to defendant and Ezer

under that Agreement; that in conformity with the Agreement defendant changed its corporate name to Internettrust Foundation; and that under the terms of the Agreement, defendant and Ezer agreed, inter alia, to:

(a) abandon and/or cancel their entire right, title, and interest in and to the SECURE NETWORKX mark worldwide including, but not limited to, any and all trademark, service mark, trade name and domain name applications and registrations therefor, by no later than October 5, 2005;

(b) voluntarily surrender United States Registration No. 2,939,034 for the mark SECURE NETWORKX for cancellation with prejudice;

(c) restrain from filing new trademark or service mark applications of any kind for, containing, or similar to the mark SECURE NETWORKX or SECUREWORKS; and

(d) that Defendant and Ezer, and all their officers, directors, shareholders, subsidiaries, related companies, franchisees, agents, employees, servants and all persons in active concert or participation with them be permanently enjoined and restrained, directly or indirectly, from interfering in any manner with the business of SecureWorks including, but not limited to, contesting, challenging, suing, opposing, and petitioning to cancel, the use, applications for, or registrations of, any of plaintiff's marks including, but not limited to, SECUREWORKS, XPONENTIAL INTELLIGENCE, and STEELCLAD EMAIL, or any other marks subsequently adopted and/or used by plaintiff.

5. Secure Networkx, SN Canada, Related Companies, and Ezer agree to be bound by all terms and conditions contained in the 2005 Settlement Agreement on a worldwide basis.

6. Secure Networkx, SN Canada, Related Companies, and Ezer acknowledge and admit that on October 21, 2005, a Final Judgment on Consent ("Final Judgment") incorporating the terms of the 2005 Settlement Agreement was entered by this Court.

7. Secure Networkx, SN Canada, Related Companies, and Ezer acknowledge and admit that SecureWorks has at all times complied with the terms of the 2005 Settlement Agreement and the Final Judgment.

8. Secure Networkx, SN Canada, Related Companies, and Ezer acknowledge and admit that a dispute has arisen as to Secure Networkx's compliance with the Settlement Agreement and Final Judgment resulting in SecureWorks filing the Motion For Contempt, Sanctions, And To Enforce The Judgment On Consent. Secure Networkx, SN Canada, and Related Companies shall immediately contact the United States Patent and Trademark Office, in writing, to request that the SECURE NETWORKX registration remain cancelled if they have not already done so. Secure Networkx, SN Canada, Related Companies, and Ezer shall not file any opposition or cancellation proceedings against SecureWorks in the future.

9. Secure Networkx, SN Canada, and Related Companies have agreed that SecureWorks has incurred reasonable attorneys' fees and expenses in bringing the Motion, and shall therefore pay to SecureWorks said fees, of which the sum of U.S.\$25,000 (TWENTY-FIVE THOUSAND DOLLARS IN UNITED STATES CURRENCY) is due and owing to SecureWorks by operation of this Consent Judgment.

10. Secure Networkx, SN Canada, Related Companies, and Ezer represent that no individuals or entities other than Secure Networkx, SN Canada, or Ezer own any rights in or to the SECURE NETWORKX mark, including but not limited to all trademark, service mark, trade name, corporate name, and domain name applications, registrations or filings.

11. In the event of any violation of any material provision of this Consent Judgment by any of Secure Networx, SN Canada, or Related Companies, plaintiff shall be entitled to an immediate injunction, and all costs and expenses arising out of such violation, including reasonable attorneys' fees paid or incurred by plaintiff in enforcing and in obtaining the performance of Secure Networx, SN Canada, and/or Related Companies to the terms of this Consent Judgment in addition to liquidated damages in the sum of U.S.\$100,000 (ONE HUNDRED THOUSAND DOLLARS IN UNITED STATES CURRENCY) and any fines, damages, or other injunctive relief awarded by the Court.

12. This Consent Judgment is in resolution of plaintiff's Motion For Contempt, Sanctions, And To Enforce The Judgment On Consent.

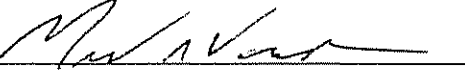
13. This Court shall have continuing jurisdiction over this action for the purpose of making any further orders necessary or proper for the enforcement of this Consent Judgment or the punishment of any violation thereof.

14. Secure Networx, SN Canada, and Related Companies agree that this Consent Judgment is enforceable against each of them in the United States and Canada.

CONSENT

Accepted and Agreed to:

SECUREWORKS, INC.

By: 

Name: MICHAEL R. VANDEVAN

Title: CEO, SECRETARY & TREASURER

STATE OF GEORGIA    )  
                                  ) ss.:  
COUNTY OF DEKALB )

MICHAEL R. VANDEVAN, being duly sworn, deposes and says that he/she is  
CEO, SECRETARY & TREASURER of SecureWorks, Inc., the plaintiff in the above-referenced civil  
action, and that he/she is authorized to execute this Final Judgment On Consent on behalf of said  
plaintiff.

Dated: ATLANTA, Georgia  
November 14, 2006

CHERYL CRAYCRAFT

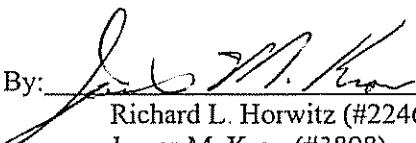
Notary Public, Gwinnett County, Georgia

My Commission Expires July 31, 2009

  
NOTARY PUBLIC

POTTER ANDERSON & CORROON LP

Dated: Wilmington, Delaware  
November 15, 2006

By: 

Richard L. Horwitz (#2246)

James M. Kron (#3898)

Hercules Plaza, 6<sup>th</sup> Floor

1313 North Market Street

Wilmington, DE 19801

Telephone: (302) 984-6000

Facsimile: (302) 658-1192

rhorwitz@potteranderson.com

jkron@potteranderson.com

Attorneys for Plaintiff

SecureWorks, Inc.

CORPORATE ACKNOWLEDGMENT OF SECUREWORKS, INC.

STATE OF GEORGIA                    )  
  ) ss.:  
COUNTY OF DEKALB                )

On this 14 day of November, 2006, before me personally appeared  
MICHAEL A. VANDUSKA, to me known, who, being by me duly sworn, did  
depose and say that he/she is the C/O, SECRETARY & TREASURER of SecureWorks, Inc., the corporation  
described in and which executed the foregoing instrument; and that he/she is authorized to  
execute the foregoing instrument on behalf of said corporation.

(Notarial Seal)

Cheryl L Craycraft  
Notary Public  
CHERYL CRAYCRAFT  
Notary Public, Gwinnett County, Georgia  
My Commission Expires July 31, 2009

INTERNETTRUST FOUNDATION f/k/a/  
SECURE NETWORKX CORP.

Dated: Thursday,  
November 9, 2006

[Corporate Seal]

By: \_\_\_\_\_

Name: Adam Ezer

Title: President

I, Adam Ezer, have authority to bind the corporation.

Dated: Thursday,  
November 9, 2006

\_\_\_\_\_  
Adam Ezer  
114-3755 West 6<sup>th</sup> Avenue  
Vancouver, BC V6R1T9  
Canada

SECURE NETWORKX CORP., an extra-provincial  
company

Dated: Thursday,  
November 9, 2006

[Corporate Seal]

By: \_\_\_\_\_

Name: Adam Ezer

Title: President

I, Adam Ezer, have authority to bind the corporation.

WITNESS:

Name: \_\_\_\_\_

Address: 550 EGLINTON AVE  
Toronto ON

Dated: \_\_\_\_\_  
November 9, 2006

Name: \_\_\_\_\_

Address: 550 Eglinton Ave W  
Toronto ON

Dated: \_\_\_\_\_  
November 9, 2006

[REDACTED AND MOVED  
SO ORDERED TO LAST PAGE]



Parkowski, Guerke & Swayze, P.A.

Dated: Wilmington, Delaware  
November 15, 2006

By: /s/ Michael W. Arrington

Michael W. Arrington  
800 King Street, Suite 203  
Wilmington, DE 19801  
Phone: (302) 594-3333  
Fax: (302) 654-3033  
Email: marrington@pgslegal.com

*Attorney for Defendant  
InternetTrust Foundation, f/k/a Secure  
Networx Corp.*

**SO ORDERED**

Dated: \_\_\_\_\_, 2006

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UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**CERTIFICATE OF SERVICE**

I, Richard L. Horwitz, hereby certify that on November 15, 2006, the attached document was hand delivered on the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the following and the document is available for viewing and downloading from CM/ECF:

Michael W. Arrington  
Parkowski Guerke & Swayze, P.A.  
800 King Street, Suite 203  
Wilmington, DE 19801

I hereby certify that on November 15, 2006, I have delivered via International Air Mail the documents to the following non-registered participants:

Mr. Adam J. Ezer  
President  
Secure Networx Corp.  
114-3755 West 6th Avenue  
Vancouver, British Columbia  
CANADA V6R 1T9

By: /s/ Richard L. Horwitz  
Richard L. Horwitz  
James M. Kron  
Hercules Plaza, 6<sup>th</sup> Floor  
1313 N. Market Street  
Wilmington, Delaware 19899-0951  
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rhorwitz@potteranderson.com  
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